# TEACHERS ASSOCIATION OF PROSPECT PARK AGREEMENT

JULY 1, 2019 – JUNE 30, 2023

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### ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Teachers' Association of Prospect Park as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified teachers, nurses, office personnel and custodial staff employed by the Board.
- B. When "teacher(s)" is used in this Agreement, it shall include all certified teachers and the nurse. "Teacher" shall not include substitutes and leave replacements.
- C. When "employee(s)" is used in this Agreement, it shall include all certified teachers, the nurse, office personnel and all members of the custodial staff.
- D. When "office personnel" is used in this Agreement, it shall include all non-confidential members of the secretarial and clerical staff. "Office personnel" shall not include the Board Office Receptionist and Office Manager.
- E. When "custodian(s)" is used in this Agreement, it shall include all members of the custodial staff.

#### ARTICLE II

### **NEGOTIATION PROCEDURE**

The Prospect Park Board of Education shall not be required to enter negotiations on matters which are predominately matters of educational policy except when those matters impact on terms and conditions of employees' employment.

A. The parties agree to enter into collective negotiations in accordance with Chapter 303, as amended by Chapter 123 Public Laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment, as may be within the contemplation of the statute. Such negotiations shall begin no later than November 15th. Any agreement so negotiated shall apply to all employees, be in writing, be signed by the Board and the Association, and be adopted by the Board. This Agreement shall be in effect from July 1, 2019 to June 30, 2023.

- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all public pertinent records, data and information of the Prospect Park School District. As soon as practicable, the Board shall permit the Association to examine the tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations.
- C. Neither party in negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- D. Should a mutually acceptable amendment to the Agreement concerning terms and conditions of employment be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. In the event an impasse in negotiations is reached, the article(s) causing such impasse shall be referred to the Public Employment Relation Commission of the State of New Jersey.
- F. The Board and the Association recognize that negotiations over a successor Agreement are imperative and essential to the maintaining of proper employer-employee relations.
- G. To effect the development of a successor Agreement, the Board and the Association agree to meet on or about October (specific date to be arrived at), of the year preceding the duration of the Agreement in pre-negotiation session, to establish ground rules for meetings to be held on later dates. Decisions to be made at such pre-negotiation session(s) will include such items as:
  - 1. Place of meeting
  - 2. Time of meeting
  - Frequency of meeting
  - 4. Length of meeting
  - 5. Procedure for presentation of proposals
  - 6. Agenda presentations
  - 7. Time limits
  - 8. Presentation of new proposals subsequent to initial presentation of proposals.

#### ARTICLE III

#### GRIEVANCE PROCEDURE

#### **PURPOSE**

The purpose of this procedure is to resolve differences affecting employees at the lowest possible level mutually acceptable by both parties. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### A. 1. Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees.

### 2. Aggrieved Person

An "aggrieved person" is a person or persons or the Association making the claim.

### 3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

### 4. Grievance - policies

Grievances will be pursued on different levels. That is to say, grievances that arise out of violations of the terms and conditions of this Agreement will be subject to advisory arbitration. Grievances that arise over Board policies and administrative decisions will end at the board level. Therefore, grievances concerning policies will start and end with the Board of Education. Grievances concerning administrative decisions will start with the administrator responsible for the decision and end with the Board.

### B. Procedures

#### 1. Time Limits

A grievance under this procedure shall be initiated within ninety (90) calendar days the aggrieved person(s) and the Association knew of the act or condition which is the basis of the complaint.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual consent.

### 2. Year-end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

### 3. Level One - Principal

An employee with a grievance shall first discuss it with the principal, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

Within five (5) school days of submission of the grievance to the principal, the principal shall hold a meeting at which the aggrieved, his/her representatives, and other parties in interest shall be present.

Within five (5) school days of the hearing, the principal shall render a decision in writing setting forth the decisions and reasons therefore.

### 4. Level Two - Superintendent

If the aggrieved person(s) or the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, he/she may file the grievance in writing with the Superintendent within ten (10) school days after the decision at Level One or twenty (20) school days after the grievance was presented, whichever is sooner.

Within five (5) school days of submission of the grievance to the Superintendent, the superintendent shall hold a meeting at which the aggrieved; his/her representatives and other parties in interest shall be present.

Within five (5) school days of the hearing the Superintendent may render a decision in writing setting forth the decision and reasons therefore.

### 5. Level Three - the Board of Education

- a. If the aggrieved person(s) or the Association is not satisfied with the disposition of his/her grievance at Level Two, if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or within five (5) days after the hearing was held, whichever is sooner, the aggrieved person(s) or the Association may, within five (5) school days after a decision was made or should have been made at level Two, submit said grievance to the Board of Education.
- b. The Board, or a committee thereof, shall hold a meeting prior to the second Board meeting following submission of the grievance at this level.
- c. This meeting shall include the Board Grievance Committee the aggrieved, and/or the Association, any parties in interest and their designated representatives. The Board Grievance Committee, the aggrieved, or the Association may request five (5) additional school days in which to obtain additional facts and/or evidence. They may request that a second meeting be held during which the additional facts and/or evidence be placed before them.
- d. The decision of the Grievance Committee shall be presented to the Board for action.

#### 6. Level Four - Arbitration

- a. If the aggrieved person(s) or the Association is not satisfied with the disposition of his/her grievance at Level Three, or if the Board has rendered no decision within twenty (20) school days, the aggrieved person(s) or the Association may within ten (10) school days, submit the grievance to arbitration.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually

acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association, or Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or Public Employment Relations Commission.

- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory only on the parties.
- d. In the event that arbitrability of a grievance is at issue between the parties as to terms and conditions of this Agreement, jurisdiction to resolve the issue shall rest solely with the Public Employment Relations Commission.
- e. The costs for the services of the arbitrator, including per diem expenses, and actual and necessary travel, subsistence expenses, if any, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

### C. Miscellaneous

Unless requested by the grievant, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

### ARTICLE IV

### EMPLOYEE RIGHTS

- A. No employee shall be disciplined without just cause. Decisions regarding non-renewal or termination of non-tenured employees are not subject to the grievance procedure. The Board is not required to give any reason for non-renewal or termination of non-tenured employees.
- B. Whenever any employee is required to appear before the Principal, Superintendent, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be

entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

C. Employees shall be notified of their employment status for the following year by May 15. Returning employees shall be notified of their assignments as soon as practicable thereafter, taking into considerations such things as Budget outcome, end of the year retirements and student enrollments.

### ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all public Board meetings and census data.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Superintendent shall be notified in writing at least three (3) school days prior to the meeting unless an emergency situation occurs. In cases of emergency, written notification will be given as soon as possible prior to the meeting.
- D. The Association shall have the privilege of using school facilities and equipment at all reasonable times, upon submission of the "Use of Facilities" application to the Board Secretary and the final approval of the Board, and with the approval of the Superintendent.
- E. The Association shall have the use of a bulletin board in the faculty lounge.
- F. The Association shall have the right to use the school mail facilities.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative

of the employees as stated in Article I.

### ARTICLE VI

#### **SALARIES**

Statement of Agreement: The Board and the Association have agreed to a <u>four</u> one-year guide presented by the Association as negotiated for the contract years 2018-2019 2019-2020, 2020-2021, 2021-2022, 2022-2023 (See attached guides.)

- A. The employees' salary guides covered by this Agreement are set forth in Schedule "A", Schedule "C" and Schedule "D" for 2019-23 which is attached hereto and made a part hereof. For Schedule 'A", the teachers' salary guide column labeled MA+30 is deleted except for teachers on the MA+30 column as of June 24, 2011. Effective June 24, 2011, no other teachers may move to the MA+30 column.
- 1. In addition to the salary schedule listed hereinbefore as Schedule "A", Schedule "C" and Schedule "D" employees who have been working in public or private schools, for the specified number of years (the last three (3) of which have been in Prospect Park) shall have their contract salaries increased by the rates specified in this schedule. This provision shall apply to employees hired prior to July 1, 2005.

### LONGEVITY

Upon Completion of:

*5 years	\$ 600.00
10 years	\$1400.00
15 years	\$2500.00
20 years	\$3500.00
25 years	\$4500.00
30 years	\$5000.00

2. \*The Board and the Association agree that longevity after five (5) years shall apply only to employees who were employed prior to July 1, 2005. Employees

hired on or after July 1, 2005 shall not be eligible for the five (5) year benefit but shall be eligible for all other longevity provisions.

- 3. Should an employee qualify for a higher scale than the one upon which he/she is currently compensated, he/she shall be advanced to the appropriate scale in the month following official notification to the Superintendent.
  - 4. Placement on Salary Schedule
- A. Each employee shall be placed on his/her proper step of the salary schedule as of the beginning of each school year. Any employee employed prior to the ninety-first (91) teaching day of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Any employee who has been employed through the ninetieth (90) teaching day of a given year shall be given full credit for one (1) year of service toward the next increment step upon return to the school district.
- B. The salary guides for the following positions are set forth in Schedule "B" which is attached hereto and made a part hereof.

Affirmative Action

Evening Adult/Child Activity Instructor

After School Detention Supervisor

After School Academic Teachers

Bedside Instructor

Curriculum Development (During school year)

Curriculum Development (Summer)

Evening Library

Lunch Supervisor

Mentors

Non Specific Clerical Task Assignments

Professional Development

Schedule Coordinator

Science Coordinator

Student Council Advisor

Substance Abuse Counselor

Summer School Teachers

Teacher Coordinator

Test Coordinator

Summer Support Staff - CST, Guidance, etc.

- C. Each employee may individually elect to have any amount of his/her monthly salary deducted from his/her pay. These funds shall be deposited in as many as three (3) accounts at any bank or credit union of his/her choice, provided it can be done at no cost to the Board.
- D. Any necessary deductions in pay shall be at the rate of 1/200 of the current contract salary.
- E. Each employee may individually elect to have any amount of his/her monthly salary (as allowed by law) deducted from his/her pay. These funds shall be deposited in a Valic Tax-Sheltered Annuity Plan, provided it can be done at no cost to the Board.
- F. Each employee may individually elect to have any amount of his/her monthly salary deducted from his/her pay for the NJEA endorsed disability insurance program, provided it can be done at no cost to the Board.

### ARTICLE VII

### INSURANCE PROTECTION

- A. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association.
- B. Eligible employees enrolled in the Board's health-care insurance program are subject to statutory employee contributions. Contributions shall be made through payroll deduction. Eligible employees waiving medical insurance, but enrolling in dental and/or prescription coverage through the Board's program, are still subject to the contributions.
- C. The Board shall pay single coverage premium for any full time employee hired after July 1, 2008 for the first three years. Employees will have the option to pay the difference in order to receive husband and wife, family, or parent-child(ren) coverage. Upon completion of the third year, the Board shall pay the full premium as stated in Article I, for single, husband and wife, family or parent-child(ren).
- 1. The medical coverage shall be any of the plans afforded by the New Jersey State Health Benefits Plan to public schools.

- 2. The prescription drug insurance plan shall have an employee co-payment of \$20.00 for brand name, \$15.00 for generic, and \$10.00 for mail-in.
- 3. The Board shall provide a usual, customary and reasonable fee Delta Dental Plan which shall include family plan coverage for 100% payment for preventive and diagnostic benefits, 70% for remaining basic services and 50% for prosthodontic services with no deductible, and a maximum of \$1,000.00 per family member per calendar year. In addition, orthodontic coverage shall be provided subject to an \$800.00 maximum per case, which is in addition to the \$1,000.00 per family member mentioned hereinabove.
- 4. Any administrative charges or increased costs to said benefits will also be paid by the Board.
- C. Any employee on leave may elect to pay the cost to the Board to continue receiving all said insurance benefits at group rates.
- D. The Board shall have the right to substitute insurance coverage from carriers other than those indicated above, provided that the coverage provided is equal to that provided by the carriers indicated above. Changes in insurance carriers shall be subject to advanced approval by the Teachers' Association of Prospect Park, which shall not be unreasonably withheld.

#### ARTICLE VIII

#### SICK LEAVE

A. 1. All teachers shall be entitled, beginning with the first official day of the school year, to sixteen (16) sick or personal leave days, not less than ten (10) of which shall be for illness nor more than six (6) paid leave days for family illness and/or personal leave. Application in writing for personal leave shall be made at least one week before taking such leave, except in the case of emergencies, and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section. No personal leave day shall lengthen a vacation or given holiday, unless there is dialogue with the Superintendent. Any of the unused days shall be accumulated from year to year as sick leave days with no maximum limit. Accumulated sick leave days shall not be affected by a leave of absence approved by the Board.

- 2. All teachers who begin work after the first official day of the school year shall be entitled to the number of sick leave and personal leave days equivalent to ten (10) times the days worked per year divided by 180 and five (5) times the number of days worked per year divided by 180 respectively.
- B. A tenure teacher who is ill or disabled for a greater number of days than the total number of sick leave days he/she has accumulated as of June 30 of the preceding year, may be granted an additional number of sick leave days equivalent to the amount he/she has accumulated. For such additional days the teacher shall be paid one two hundredths (1/200) of his/her annual salary less such sum as is then being paid to substitute teachers for daily services.
- C. All rights under paragraph B shall terminate at the end of the current school year (June 30) and shall not carry over to a new school year.
- D. Deductions of fractional parts of sick leave days will be in accordance with Board Policy No. 4151(b).
- E. 1. Employees shall be eligible upon pensioned retirement from employment with the Prospect Park School District, for payment of unused sick days. Payment for these days shall have a cap of \$10,000 and shall be at the following rates:

0-100	accumulated sick leave days	\$60.00 per day
	accumulated sick leave days	\$50.00 per day

- 2. When notification of retirement is received after January 1, of the year of retirement, the Board reserves the right to delay payment until July 1st of the year following retirement.
- F. In the unfortunate event that a tenured employee dies while employed by the District, payment as outlined in Section E. shall be made to the estate.
- G. Teachers to be compensated for perfect attendance at a rate of \$700 per year. Personal days and bereavement excluded. Arriving late and leaving earlier than scheduled counts against perfect attendance.

### ARTICLE IX

### LEAVE OF ABSENCE

- A. Employees shall be granted the following temporary paid non-accumulative leaves of absence as specified below:
- 1 a. Up to five (5) days at the time of death of a spouse, parent, child, grandchild, or sibling.
- b. Up to four (4) days at the time of death of a member of the immediate family. (Immediate family considered as: grandparent father-in-law; mother-in-law; brother-in-law; sister-in-law; or any member of the immediate household.)
- 2. Up to one (1) day at the time of death of a relative outside of the immediate family. (Aunt, uncle, or cousin)
- 3 A written request to the Superintendent one week in advance for absence due to recognized government mandates over which the employee has no control. Summons to answer violations of law due to personal reasons, shall not be construed as coming under this heading.
- 4. A written request to the Superintendent one week in advance to attend academic or professional conventions, to receive academic degrees and/or to visit other schools upon prior approval of the Superintendent.
- 5 Any employee may request paid leave for religious observances, however, such leave must be taken as personal days as per Article VIII (A).

### B. Disability Leaves:

- 1. An employee who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows of it.
- 2. In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date.
- a. No later than 60 days prior to the anticipated delivery date, the employee shall notify the Board whether she intends to take a disability leave, for which accumulated sick days may be utilized, and/or an unpaid leave for child care as provided for in Section C below.
- b. (1) In an application for a disability leave related to pregnancy, the employee shall specify in writing the date on which she wishes to commence leave

and the anticipated date on which she expects to return to work after birth. The employee may apply to the Board to reduce or extend the period of leave should such change become medically indicated.

- (2) The Board shall grant the requested leave and/or reduction and extensions of such leave where medically indicated. However, the Board may alter the dates for commencement and termination of the requested leave upon a finding that the grant of leave for dates requested would substantially interfere with the administration of the school and provided that the alteration is not medically counter-indicated.
- 3. Whenever an employee requests disability leave or the Board has reasonable grounds to believe an employee may be disabled, the Board may require the employee to produce a certification from a physician indicating whether the employee is disabled and, if so, how long that disability can be expected to continue. If the employee shall fail to produce such certificate within a reasonable period of time, or if the Board has reasonable grounds to question the certificate submitted, the board may require the employee to submit to an examination by the Board's physician. Should the opinion of the Board's physician relating to the employee who is disabled, differ from that of the employee's physician, the Board may request the Passaic County Medical Society to appoint an impartial third physician to examine the employee. The cost of the impartial third physician shall be shared equally by the board and the employee. The opinion of said third physician as to the employee's capacity shall be conclusive and binding on both parties.
- 4. The Board need not grant or extend the disability leave of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

### C. Leaves of Absence Without Pay:

### 1. Childcare Leave

- a. An employee may apply to the Board for an unpaid leave of absence for childcare at least 60 days prior to the commencement of the requested leave of absence.
- b. When the childcare leave applied for is to commence at the birth of a child at the date the employee receives custody of a child for the purpose of adopting said child, the leave shall terminate at the end of the current school year for a non tenure teacher, except at the discretion of the Board. For a tenured teacher, the leave may

extend for the remainder of the current school year plus the next succeeding school year, if so requested.

- c. Any employee eligible for childcare leave may elect to have it commence at a date within 30 months after the birth or within 30 months after the employee receives custody of a child for adoption. In such event, the leave shall have duration of either one-half or one full school year and shall coincide with a regular semester or school year and shall not extend into a subsequent school year. Application shall be made five (5) months prior to commencement of the leave (on or before April 1 or September 1).
- d. Every non-tenure employee on childcare leave shall either be offered a contract of employment for the next succeeding year or a written notice that such employment will not be offered in accordance with N.J.S.A. 18A:27-10 et. seq.

### 2. Personal Enrichment

- a. The Board shall grant a leave of absence without pay for one (1) school year to any teacher who has completed ten (10) full school years of service for the purpose of personal enrichment.
- b. Said leave shall be granted to only two (2) teachers for any given year.
- c. Requests for personal leave must be received by the Superintendent in writing no later than March 1, of the school year preceding the school year for which the personal leave is requested. A decision will be made by April 1.
- 3. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, or to the spouse of any employee who is inducted or who enlists to join him/her for the period of special training in preparation for duty overseas in a combat zone.
- 4. Nothing contained herein shall be construed to deny or restrict to any employee the right to apply for a leave of absence for reasons not stated above.
- 5. All extensions or renewals of leaves shall be applied for and granted in writing.

### ARTICLE X

### PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. Force against students may be employed only in accordance with N.J.S.A.18A:6-1 which presently reads as follows:

No person employed or engaged in a school or educational institution whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment use and apply such amounts of force as is reasonable and necessary.

- 1. To quell a disturbance, threatening physical injury to others;
- 2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
  - 3. For the purpose of self-defense; and
  - 4. For the protection of persons or property; and
- 5. For such other acts which may be necessary, and none of them shall be construed to constitute corporal punishment within the meaning and intendment of this section.
- B. Whenever an employee is absent as a result of a personal injury caused by an assault or accident arising out of and in the course of his/her employment, the employee shall not forfeit any sick leave or personal leave, to the extent required by N.J.S.A. 18A:30-2.1. The employee shall notify the Business Administrator/Board Secretary and file a claim with the Board's workers compensation carrier to utilize this provision.
- C. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal.
- D. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals as required by law.

- E. Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties in such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with cost of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom: and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses as required by law.
- F. The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property of the employee occurring in the school, on school premises or on a school sponsored activity, while the employee is on duty; provided that the loss is due to theft, vandalism, any action over which the employee has no control, or other accidental occurrence and is not substantially caused by the negligence, action, or omissions of the employee which are not reasonable under the circumstances.
- G. The Board shall provide all employees with an appropriate set of keys. Teachers and other instructional personnel shall place these keys in their mailboxes at the end of each school day. If the keys are lost due to theft, vandalism, or any action over which the employee has no control, or other accidental occurrences, the Board shall provide a replacement set of keys to the employee at no charge to the employee. If the keys are lost because of the negligence, action, or omission of the employee which are not reasonable under the circumstances, the Board shall provide a replacement set of keys to the employee and may charge the employee the replacement cost of the new set of keys.

### ARTICLE XI

### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. A definition of the duties and responsibilities of the administrator and the employee as pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each employee at the start of the school year.

#### ARTICLE XII

### PROFESSIONAL EMPLOYEE HOURS AND TEACHING LOAD

### A. Teacher day - The teacher day shall be as follows:

### 1. Regular School Day

- a. Teachers shall arrive at school five (5) minutes before student arrival time. On a volunteer basis, teachers may arrive up to 20 minutes prior to student arrival time for purpose of supervising students on the playground or wherever needed. The supervision duty does not extend beyond the 20 minutes. Teachers performing the supervision will be paid at the prorated Lunch Supervisor rate set forth in Schedule B for the additional time.
- b. Teachers shall be in their rooms or other stations at the student arrival time.
- c. The instruction day shall not exceed six (6) hours and five (5) minutes exclusive of the lunch hour.
- d. Teachers may depart after being in school six (6) hours and twenty (20) minutes, exclusive of the designated lunch hour or on faculty meeting days. On Fridays, and days preceding holidays, teachers may depart at the close of the students' day. On a volunteer basis, teachers may remain up to 20 minutes after student dismissal time for purpose of supervising students on the playground or wherever needed. The supervision duty does not extend beyond the 20 minutes. Teachers performing the supervision will be paid at the prorated Lunch Supervisor rate set forth in Schedule B for the additional time.
- e. The Board agrees that teachers shall continue to have a daily duty-free lunch period of not less than forty (40) minutes. No teacher shall be required, requested, or directed to supervise, coordinate, assist, or participate in the school lunch program.

### 2. Half Day

- a. Teacher arrival time shall be the same as on a regular school day.
- b. The instruction day shall not exceed four (4) hours and fifteen (15) minutes.
- c. Teachers shall have a lunch period of not less than forty (40) minutes when parent teacher conferences, workshops or other activities are scheduled which extend the teacher day to a full day.

- d. (1) On days preceding holidays, on half day Fridays, and Back-to-School Night, teachers may depart at the close of the students' day four (4) hours and twenty (20) minutes after arrival. There shall be no parent teacher conferences, workshops or other activities scheduled on these half days. There shall be no long session day prior to a holiday when school is closed during the two calendar days immediately preceding the holiday.
- (2) During the first official school day when school is opened for students, the classroom instruction day shall not exceed four (4) hours and fifteen (15) minutes and teachers may depart after being in school six (6) hours and fifteen (15) minutes exclusive of the designated lunch hour.
- (3) On workshop and other such half days teachers may depart after being in school six (6) hours and forty (40) minutes exclusive of the designated lunch hour.
- B. The Board agrees that preparation time is time that all full-time instructional and classroom teachers shall be granted on a weekly basis.

The Board shall make every reasonable effort to obtain substitutes for teachers absent the majority of a school day. All full time teachers shall be guaranteed five periods of preparation time per week. Every reasonable effort shall be made to schedule at least one preparation period each day.

C. When specialists are hired and given responsibility for teaching the class, then those specialists shall have sole supervisory responsibility for that class.

### D. Meetings

1. Faculty Meetings - Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty meetings. Such faculty meetings shall be announced at least five (5) days prior to their occurrence and shall be held on the same day of the week. They shall begin no later than ten (10) minutes after student dismissal nor before every teacher is in attendance. Faculty meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or any day immediately preceding any holiday.

Staff members not absent for the school day, but who miss the faculty meeting, shall be charged a 1/4 day leave.

The Superintendent reserves the right to call a meeting at any time in the event of an emergency.

### 2. Other Meetings

- a. Teachers may be required to serve on curriculum and/or ad hoc committees for no more than twenty-five (25) hours per school year. For any additional time required, released time will be granted to the affected teacher.
- b. There will be no more than three (3) curriculum or ad hoc meetings per month and each no longer than seventy-five (75) minutes per meeting, except by mutual consent of all parties concerned.
- c. (1). The Superintendent shall publish by the 21<sup>st</sup> of the preceding month, a schedule, which shall indicate the day of the week, and dates on which curriculum and/or ad hoc meetings (three (3) per month) will be held for the following month. All meetings shall be scheduled for the same day of the week, except by mutual consent of all parties concerned. The day of the week may be changed month to month.
- (2). Such meetings shall not be scheduled during the same week as Parent Conferences or Back-to-School Night and every reasonable effort shall be made to schedule meetings at times which do not impact on other teacher duties.
- (3). Once scheduled, curriculum and/or ad hoc meeting subsequently canceled, except for illness and acts of God, shall not be rescheduled, but shall be deducted from the total twenty-five (25) hours or a particular teacher's curriculum and/or ad hoc meetings obligation. Staff members not absent for the school day, but are absent for Back-To-School-Night or parent- teacher conferences shall be charged a ½ day leave.
- d. No teacher shall be requested or required to serve on any curriculum or ad hoc committee more than twice in any given five consecutive school year period.
- E. Teacher year The work year for teachers shall consist of one hundred eighty-five (185) days (at least one immediately preceding the student year, one immediately following the student year, and three during the student year for the purpose of in-service workshops as needed.)

F. The Board will present the school calendar to the Teachers' Association of Prospect Park prior to its adoption and will consider suggestions. However, the school calendar is a management prerogative and is not negotiable.

#### ARTICLE XIII

#### VACANCIES

- A. The Superintendent shall post on the employees' bulletin board any vacancy and/or newly created position for which employees may be qualified.
- 1. The date of notification shall be such as to provide an adequate time for submission of applications.
  - 2. All qualified employees may apply.
  - 3. Summer notification shall be through the e-mail system.

#### ARTICLE XIV

### PROFESSIONAL DEVELOPMENT

### A. Purpose

In a rapidly changing society, teachers should constantly review curricular content, teaching methods and materials, educational philosophies, and objectives. The Board recognizes that it shares with its professional staff responsibility for the updating of teacher performance, ideas and attitudes.

### B. Program

The Board agrees to pay the full cost of tuition for up to six (6) graduate and/or post-graduate credits per teacher up to a total of \$25,000, per school year in connection with any approved courses, which a teacher satisfactorily completes relating to the teacher's field of work. Such courses are subject to approval by the Superintendent a minimum of one (1) week prior to the first scheduled course session unless an emergency occurs. Undergraduate level, salary guide enhancement courses, and on-line courses not part of a graduate degree program are not eligible for tuition reimbursement or salary guide advancement.

### C. Reimbursement

- 1. Reimbursement shall be limited to the New Jersey State College cost per graduate credit, and payable on an annual basis. Reimbursement for approved courses completed shall be made in February and July of the following school year.
- 2. Only tenured teachers will be eligible for reimbursement under this article upon satisfactory completion of the course(s) with final grade(s) of B- or better.
- 3. The Board agrees to pay for the full cost of the highly qualified test for the State of New Jersey.

### ARTICLE XV

### ADVISORY COMMITTEE

### A. Purpose

The purpose of the Advisory Committee shall be to strengthen the education program and existing conditions of the Prospect Park Schools(s) by providing a channel for the exchange of information and recommendations by the Board and the Association. The committee may consider any matters regarding the effective operation of the Prospect Park School District.

### B. Membership

The Advisory Committee shall consist of three (3) representatives each from the Board and the Association.

#### ARTICLE XVI

### REPRESENTATION FEE

A. If a bargaining unit member does not become a member of the Association during any membership year (which is hereby defined as each successive twelve (12) month period, which shall commence on September 1, and shall end on August 31,) which is covered in whole or in part by this Agreement, said employee will be required to pay a fee to the Association for that membership year.

If during the course of any year a new bargaining unit member is hired, his/her fee for that first year shall be prorated as instructed by NJEA.

The purpose of this fee is to offset the cost of services rendered by the Association in promoting the interests of all employees in the collective negotiations. The fee shall not be computed on Associations expenditures relating to partisan political activities, and/or causes only incidentally related to the terms and conditions of employment

B. Prior to September 1st of each year the Association will provide a written certification of the amount of the regular membership dues, initiation fees and assessment charged by the Association to its own members for that membership year. In no event shall the fee paid by non-members exceed eighty-five (85%) percent of the membership dues payable by Association members.

The aforesaid certification shall further provide that the representation fee to be assessed to non-members does not include any amount of dues, fees and assessments that are expended for:

- 1. Partisan, political activities or causes that are only incidental to the terms and condition of employment; and
  - 2. Benefits available only to the members of the majority representative.
- C. Prior to September 1st of each year, the Treasurer of the Association shall submit to NJEA a list of employees who have not become members. The Board will commence deducting the representation fee. If an employee hired after September 1st does not become a member of the Association, the Board will commence deducting the representation fee as instructed by NJEA.

- D. If an employee terminates his employment or is terminated by the Board, it is agreed the dues obligation ends with employment.
- E. The Association shall establish and will maintain a demand and return system required by N.J.S.A. 34:13A-5.6.
- F. An updated copy of said demand and return system plan shall be filed with the Board Secretary on September 1, of each year and annually thereafter.
- G. The Association agrees to indemnify and hold the employer harmless from any and all claims, demands, causes of action and other form of liability, to include but not be limited to all counsel fees and costs incurred by the employer which may arise out of any action taken or not taken by the employer in connection with this Article.

### ARTICLE XVII

### LESS THAN FULL TIME TEACHING

The following benefits shall be provided to less than full time employees on a pro-rated basis to the extent permitted by law. This shall apply to sick leave, salary, personal, and bereavement. This shall only apply to part time employees hired after December 4, 1985.

### ARTICLE XVIII

### NON-TEACHING MEMBERS

- A. The normal working day for non-teaching members shall be eight (8) hours when school is in session, and eight (8) hours on other working days. The work week shall consist of forty (40) hours. The assignment of specific working hours for each non-teaching member shall be made by the Superintendent.
- B. The office personnel and custodial salary guides and enhancements covered by this Agreement are set forth in Schedule "C" and Schedule 'D" for the year 2019-23, attached hereto and made a part hereof. All overtime shall be paid at the rate of one and one half (1 ½) times the custodian's basic hourly rate.
- C. 1. No vacation may be scheduled without approval of the Superintendent.

- 2. Vacations for office personnel and custodians shall be as follows:
- a. From day of employment through completion of five (5) years of service, an employee will accrue vacation days at a rate of one (1) day per month, the first day not to be taken before six (6) months of employment.
  - b. Three (3) weeks after five (5) years of employment.
  - c. Four (4) weeks after ten (10) years of employment.
  - 3. Vacations days cannot be accumulated for more than one year.
- D. Holidays with full pay shall be provided as follows:
- July 4, Labor Day, Columbus Day (if school closed), Election Day (Presidential only), Veterans' Day (on weekdays), Thursday and Friday of the NJEA Teachers Convention, Thanksgiving Day and Friday after, Christmas Eve Day, Christmas Day, the day after Christmas, New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, and Memorial Day.
- E. From day of employment through completion of one (1) year of service an employee will accrue sick days at the rate of one (1) per month. Following one (1) year of service, all twelve (12) month custodians shall be entitled, beginning with the first official day of work, to twelve (12) sick days. Any unused days of sick leave shall be accumulated from year to year.
- F. All office personnel and custodians shall be entitled to six (6) personal leave days per year.
- G. All permanent, yearly custodians shall be issued five (5) tee shirts, five (5) pairs of pants and two (2) pairs of work shoes. Additional shirts, pants, and shoes will be provided as needed.
- 1. Custodians are required to wear uniform shoes during all work hours throughout the calendar year.
- 2. Pants and shirts will be worn while school is in session (excluding summer school).
- H. Custodians to have black seal license.

### ARTICLE XIX

### MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. No religious test shall be required as a qualification for employment in any capacity in the public school system of the state or any school or educational institution supported wholly or in part with state funds and no inquiry in regard to his/her religion shall be made of a person proposed for or seeking such employment and any person violating the provisions of this section shall be guilty of a misdemeanor.

No discrimination based on sex shall be made in the formulation of the scale of wages, compensation, appointment, assignment, promotion, transfer, resignation, dismissal, or other matters pertaining to the employment of employees in any school, state college, college, university, or other educational institution, in this state, supported in whole or in part by public funds unless it is open to members of one sex only, in which case employees of that sex may be employed exclusively.

- D. Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or employed hereafter by the Board.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram, a written communication, or certified letter at the following addresses:

- 1. If by the Association, to Board of Education, 94 Brown Avenue, Prospect Park, New Jersey 07508.
- 2. If by the Board, to Teachers' Association of Prospect Park, 94 Brown Avenue, Prospect Park, New Jersey 07508.

# SCHEDULE "A" TEACHERS SALARY GUIDES

### Effective July 1, 2018

Step	BA	BA+30	MA	MA+30*	MA+45
1-2 3 4 5 6-7 8-9 10	52,463 53,193 53,943 54,693 55,443 56,443 57,693	55,713 56,443 57,193 57,943 58,693 59,693 60,943 62,443	57,663 	61,863 	
12	60,943	64,193	66,143	<del></del>	<del>71,163</del> <del>72,913</del>
13 13A 14 14A 15 15A 16 16A 17 17A	62,943 65,143 67,543 70,143 73,943 75,943 79,143 82,543 86,143 89,943	66,193 68,393 70,793 73,393 77,193 79,193 85,793 89,393 93,193	68,143 70,343 72,743 75,343 70,143 81,143 84,343 87,743 91,343 95,143 97,368	72,343 74,543 76,943 79,543 83,343 85,343 85,343 91,943 95,543 99,343	74,913 -77,113 -79,513 -82,113 -85,913 -87,913 -91,113 -94,513 -98,113 -101,913 -104,138

Effective July 1, 2019

Cton	ВА	BA+30	MA	MA+30 *	MA+45
Step 1	52,843	56,093	58,043	62,243	64,813
2-3	53,543	56,793	58,743	62,943	65,513
4	54,243	57,493	59,443	63,643	66,213
5	54,943	58,193	60,143	64,343	66,913
6	55,643	58,893	60,843	65,043	67,613
7-8	56,643	59,893	61,843	66,043	68,613
9-10	57,743	60,993	62,943	67,143	69,713
11	59,243	62,493	64,443	68,643	71,213
12	61,043	64,293	66,243	70,443	73,013
13	63,043	66,293	68,243	72,443	75,013
13A	65,543	68,793	70,743	74,943	77,513
14	68,143	71,393	73,343	77,543	80,113
14A	70,943	74,193	76,143	80,343	82,913
15	73,943	77,193	79,143	83,343	85,913
15A	76,743	79,993	81,943	86,143	88,713
16	79,743	82,993	84,943	89,143	91,713
16A	83,143	86,393	88,343	92,543	95,113
17	86,543	89,793	91,743	95,943	98,513
17A	89,943	93,193	95,143	99,343	101,913
18	92,918	96,168	98,118	102,318	104,888
		Effect	ive July 1, 2	020	
Step	BA	BA+30	MA	MA+30*	MA+45
1	53,243	56,493	58,443	62,643	65,213
2	53,743	56,993	58,943	63,143	65,713
3-4	54,243	57,493	59,443	63,643	66,213
5	54,943	58,193	60,143	64,343	66,913
6	55,643	58,893	60,843	65,043	67,613
7	56,643	59,893	61,843	66,043	68,613
8-9	57,758	61,008	62,958	67,158	69,728
10-11	59,308	62,558	64,508	68,708	71,278
12	61,108	64,358	66,308	70,508	73,078
13	63,508	66,758	68,708	72,908	75,478
13A	66,008	69,258	71,208	75,408	77,978
14	68,508	71,758	73,708	77,908	80,478
14A	71,108	74,358	76,308	80,508	83,078
15	74,108	77,358	79,308	83,508	86,078
15A	77,108	80,358	82,308	86,508	89,078
16	80,108	83,358	85,308	89,508	92,078
16A	83,408	86,658	88,608	92,808	95,378
17	86,708	89,958	91,908	96,108	98,678
17A	90,008	93,258	95,208	99,408	101,978

18	93,508	96,758	98,708	102,908	105,478
		Effect	tive July 1, 2	2021	
Step	BA	BA+30	MA	MA+30 *	MA+45
1	53,443	56,693	58,643	62,843	65,413
2	53,943	57,193	59,143	63,343	65,913
3	54,443	57,693	59,643	63,843	66,413
4-5	55,143	58,393	60,343	64,543	67,113
6	55,843	59,093	61,043	65,243	67,813
7	56,843	60,093	62,043	66,243	68,813
8	57,983	61,233	63,183	67,383	69,953
9-10	59,533	62,783	64,733	68,933	71,503
11-12	61,333	64,583	66,533	70,733	73,303
13	63,733	66,983	68,933	73,133	75,703
13A	66,233	69,483	71,433	75,633	78,203
14	68,733	71,983	73,933	78,133	80,703
14A	71,333	74,583	76,533	80,733	83,303
15	74,333	77,583	79,533	83,733	86,303
15A	77,383	80,633	82,583	86,783	89,353
16	80,433	83,683	85,633	89,833	92,403
16A	83,783	87,033	88,983	93,183	95,753
17	87,133	90,383	92,333	96,533	99,103
17A	90,633	93,883	95,833	100,033	102,603
18	94,133	97,383	99,333	103,533	106,103
		Effecti	ve July 1, 20	)22	
Step	BA	BA+30	MA	MA+30 *	MA+45
1	53,628	56,878	58,828	63,028	65,598
2	54,128	57,378	59,328	63,528	66,098
3	54,728	57,9 <b>7</b> 8	59,928	64,128	66,698
4	55,428	58,678	60,628	64,828	67,398
5-6	56,128	59,378	61,328	65,528	68,098
7	57,128	60,378	62,328	66,528	69,098
8	58,268	61,518	63,468	67,668	70,238
9	59,818	63,068	65,018	69,218	71,788
10-11	61,618	64,868	66,818	71,018	73,588
12-13	64,018	67,268	69,218	73,418	75,988
13A	66,518	69,768	71,718	75,918	78,488
14	69,018	72,268	74,218	78,418	80,988
14A	71,618	74,868	76,818	81,018	83,588
15	74,618	77,868	79,818	84,018	86,588
15A	77,668	80,918	82,868	87,068	89,638
16	80,718	83,968	85,918	90,118	92,688

16A	84.068	87,318	89,268	93,468	96,038
17	87,418	90,668	92,618	96,818	99,388
17A	90,918	94,168	96,118	100,318	102,888
18	94,468	97,718	99,668	103,868	106,438
TO	3-1,-100	,-			

<sup>\*</sup> MA+30 column is deleted for teachers not on the column as of June 24, 2011.

### **Guide Movement Chart**

		BASE YEA	R	335	YEAR 1
		<del>2017-18</del>			<del>2018 19</del>
		4			<del>1-2</del>
		2			3
		<del>3</del> 4	24		4
		<del>4</del> 5-6			5
		<del>7-8</del>			<del>6-7</del> 8-9
		9			<del>40</del>
		<del>10</del>			11 11
		41			<del>12</del>
		<del>12</del>			43
		12A			<del>13</del> A
		43			44
		13A			14A
		44			<del>15</del>
		14A			15A
		45			46
		<del>15A</del> <del>16</del>			16A
		16A			4 <del>7</del>
		<del>17</del>			<del>17A</del> 48
101		17A			48
					10
Base Year	Year 1	Year 2	Year 3	Year 4	
18-19	19-20	20-21	21-22	22-23	
1-2	2-3	3-4	4-5	5-6	
3	4	5	6	7	
4	5	6	7	8	
5	6	7	8	9	
6-7	7-8	8-9	9-10	10-11	
8-9	9-10	10-11	11-12	12-13	
10	11	12	13	13A	
11	12	13	13A	14	
12	13	13A	14	14A	
13	13A	14	14A	15	

			4=	45.0
13A	14	14A	15	15A
14	14A	15	15A	16
14A	15	15A	16	16A
15	15A	16	16A	17
15A	16	16A	17	17A
16	16A	17	17A	18
16A	17	17A	18	18
17	17A	18	18	18
18	18	18	18	18

Read across to find placement on next years guide

## SCHEDULE "B" OTHER COMPENSATED POSITIONS

TITLE

2019-2023 2018-19

Affirmative Action	\$ 1275
Evening Adult/Child Activity Instructor	\$35/hr
(no certification required)	
After School Detention Supervisor	\$26 hr.
After School Academic Teachers	\$45 hr.
(As needed) (Certification required)	
Bedside Instructor	\$64 hr.
(Case by case as needed)	
Evening Library	\$64 hr.
	Si.
Curriculum Development	\$ 1380
(During school year as needed/ 25 hrs)	\$ 2500
Curriculum Development	\$ 2870
(Summer as needed/ 50 hrs.)	Ψ 2070
Lunch Supervisor	\$26 hr.
	\$20 Hr.
Mentors (as needed)	As per state mandate
N	
Non Specific Clerical task assignments (as needed)	\$26 hr.
Professional Development	\$ 1168
(max 4 teachers as needed)	φ 1100 -
Schedule Coordinator	P2250
(12 month)	\$2250
Science Coordinator	A 1220
Student Council Advisor	\$ 1330
	\$ 3505
Substance Abuse Counselor	\$ 1275
Summer School Teachers	\$ 3720
(60 hrs as needed)	
Teacher Coordinator	\$2250
(12 month)	
Test Coordinator	\$ 5300
Summer Support Staff- CST, etc.	\$62 hr.
Scheduled as needed by superintendent)	

### SCHEDULE "C"

### OFFICE PERSONNEL SALARY GUIDES

### Effective July 1, 2018

<del>Step</del>		SECRETARY	CLER	HCAL	
±		<del>42,850</del>		<del>:,300</del>	
<del>2</del>		<del>43,850</del>		<del>,100</del>	
3		<del>45,130</del>		<del>,000</del>	
4		<del>46,150</del>		<del>,000</del>	
<del>5</del>		<del>47,400</del>		<del>,000</del>	
6		<del></del>		<del>',000</del>	
7		<del></del>		<del>,100</del>	
8		<del></del>		<del>),200</del>	
9		<del>52,950</del>		<del>,400</del>	
<del>10</del>		<del>54,500</del>		<del>.,600</del>	
<del>11</del>		<del></del>		<del>!;860</del> <del>!,280</del>	
<del>12</del>		<del>57,755</del>		,200	
2019-2020			2020-2021		
STEP	Sec	Cler	STEP	Sec	Cler
1	43,855	32,300	1	44,105	32,400
2	44,655	33,100	2	44,905	33,200
3	45,455	34,000	3	45,705	34,100
4 :	46,455	35,000	4	46,705	35,100
5	47,555	36,000	5	47,805	36,100
6	48,905	37,000	6	49,005	37,100
7	50,305	38,100	7	50,305	38,200
8	51,705	39,200	8	51,705	39,300
9	53,105	40,400	9	53,155	40,500
10	54,605	41,600	10	54,655	41,700
11	56,155	42,860	11	56,255	42,960
12	57,755	44,280	12	57,855	44,380
~~	·		2022-2023		
2021-2022					
STEP	Sec	Cler	STEP	Sec	Cler
1	44,330	32,525	1	45,510	32,605
2	45,130	33,325	2	46,310	33,405
3	45,930	34,225	3	47,110	34,305
4	46,930	35,225	4	48,010	35,305
5	48,030	36,225	5	48,910	36,305
6	49,230	37,225	. 6	49,810	37,305
U	•	-			27

7	50,430	38,325	7	50,810	38,405
8	51,830	39,425	8	51,910	39,505
9	53,280	40,625	9	53,360	40,705
10	54,780	41,825	10	54,860	41,905
11	56,380	43,085	11	56,460	43,165
10	57.980	44.505	12	58,060	44,585

### SCHEDULE "D"

### **CUSTODIAN SALARY GUIDES**

	Custodians	Effective July 1, <del>2018</del> 2	019
	5tep 1 2 3 4 5 6 7 8 9 10 11 12	Salar 3907 4058 4218 4388 4568 4758 4958 5168 5388 5626	70 80 80 80 80 80 80 80 80 80 80 80
	12	0100	,0
2019-2020		2020-2021	
STEP		STEP	
1	39,470	1 39,	,985
2	40,980	2 41,	,495
3	42,580	3 43,	,095
4	44,280	4 44,	,795
5	46,080	5 46,	,595
6	47,980	6 48	,495
7	49,980	7 50	,495
8	52,180	8 52	,695
9	54,480	9 54	,995
10	56,860	10 57	,375
11	59,460	11 59	,975
12	62,360	12 62	,875
2021-2022 STEP	×	2022-2023 STEP	

1	40,395	1	40,845
2	41,905	2	42,355
3	43,505	3	43,955
4	45,205	4	45,655
5	47,005	5	47,455
6	48,905	6	49,355
7	50,905	7	51,355
8	53,105	8	53,555
9	55,455	9	55,905
10	57,885	10	58,335
11	60,485	11	60,910
12	63,385	12	63,785

All second shift custodians (those working until 10:00 p.m. and beyond) in addition to the salaries listed above shall receive an additional 7% of salary during those months when the second shift is operative. July and August shall be excluded from these provisions only if custodians work the first shift.

The day and night supervisors shall receive a service award in addition to his/her contractual salary of \$2,000.

### Regular Overtime and Rate of Pay

Extra-duty assignments which call for custodial services in excess of the normal eight hour work shift, shall be paid at the rate of one and one-half times the individual's regular hourly rate of pay for all hours beyond eight (8) hours per day.

### Sunday and Holiday Overtime

Extra-duty assignments, which call for custodial services on Sundays and Holidays, will be compensated at double time.

#### Call Back Time

When called back to deal with unusual circumstances during non-working hours or days, custodians will be paid at a rate rounded-up to the full hour, for the first hour. Rate of pay will be prorated after the first hour. Individuals will be paid time and one-half for Monday through Saturday call backs. Call backs on Sundays and holidays will be paid at double time.

### ARTICLE XX

### **DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2018 2019, and shall continue in effect until June 30, 2019 2023, subject to the Association's right to negotiate over a successor Agreement as provided. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the Association has caused this agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

TEACHERS' ASSN. OF PROSPECT PARK

BOARD OF EDUCATION OF PROSPECT PARK

PRESIDENT

RECRETARY

PRESIDENT

SECRETARY

SEAL

SEAL

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